| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | PAGE 1 OF 17 | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------|------------------|--------------------------------------------------|--------------------|-------------------------|--------------------------|-----------------------|---------------------|---------------|---------------------|------------------------------|-------------------|-------------------------------------------------------------------|
| 1 CONTR | ACT PURC | но | RDE | R/AGREEMENT NO. | 2 DELIV | VERY ORDER | /CALL NO | 3 DA | TE OF ORDE | ER/CAL | I. 4 REOI | JISITION/PURCH R | FOUEST NO | 5. PRIORITY |
| | | | | (YYYY | YMMMDD) 03JAN29 | K/CAL | | SCHEDULE | EQUEST NO. | DOA5 | | | | |
| 6. ISSUED | BY OM-ROCK | TCI | T 7\NT | | CODE | W52H09 | 7. ADMINIST | TERED E | BY (If other th | nan 6) | I. | CODE | W52P1J | 8. DELIVERY FOB |
| AMS PHY ROC | TA-LC-CS LLIS LIN K ISLANI | GC-1 IGA1 | B FEL: L (| FER (309)782-36 61299-7630 ERP@RIA.ARMY.MI | | | AN ROC | ID CHE | MICAL CO AND IL | MMAND 6129 | | | 50017 | X DESTINATION OTHER (See Schedule if |
| 9. CONTR | ACTOR | | | | CODE | 0DZR6 | FACIL | | N | ONE 10. DE | ELIVER TO F | OB POINT BY (Date | 52P1J) | other) 11. X IF BUSINESS IS |
| NAME | 5427 | 7 F | M 5 | | | N INC | • | • | • | SEE | SCHEDULE SCOUNT TER | 1 | | X SMALL SMALL DISADVANTAGED |
| AND ADDRESS | | ICE. | TON | TX 75407-000 | 10 | | | | | 12. 11 | SCOUNT TER | CVI-5 | | WOMAN-OWNED |
| | • TYPE | ЕВ | USI | NESS: Other Sma | all Bus: | iness Perf | forming in | U.S. | • | | Block 15 | S TO THE ADDRES | S IN BLOCK | |
| 14. SHIP T | | | | | CODE | | 15. PAYMEN | | | Y | | CC | DE HQ0304 | MARK ALL PACKAGES AND |
| SEE | SCHEDUI | E | | | | | ATT 430 PO | DFA 0 GOO BOX 2 | | | BLDG 110 | | | PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 |
| 16. TYPE | DELIVER CALL | XY/ | | THIS DELIVERY ORDE | R IS ISSUED | ON ANOTHER (| GOVERNMENT AC | GENCY O | R IN ACCORD | ANCE W | ITH AND SUBJE | ECT TO TERMS AND CO | ONDITIONS OF ABO | VE NUMBERED CONTRACT. |
| OF ORDER | PURCHAS | E | х | Reference your | Oral | | Quotation | | | , D | ated | | | |
| | | | | ACCEPTANCE. THI BEEN OR IS NOW M | | | | | | | | | | MAY PREVIOUSLY HAVE AME. |
| NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | | | | | | |
| 17. ACCC | 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE | | | | | | | | | | | | | |
| SEE 18. ITEM | SCHEDUI | | ושי | OULE OF SUPPLIES/SI | EDVICE | | | 20 | QUANTITY | | 21. | 22. UNIT PRICE | 23. AMOUNT | |
| 10. 11E.WI | NO. | . sc | нег | ULE OF SUFFLIES/SI | ERVICE | | | OF | RDERED/ CCEPTED* | | UNIT | 22. UNIT PRICE | 25. AMOUNT | |
| | S | Γ NC | RAC | EDULE T TYPE: Fixed-Price | | | | | | | | | | |
| | K | | | CONTRACT: y Contracts and | d Price | d Orders | | | | | | | | |
| | accepted by | | | | 4. UNITED | STATES OF A | | /CTCN | ED / | | | <u> </u> | 25. TOTAL | \$9,754.92 |
| If differen | | ıl qu | antit | y accepted below | | TKATCHA@ | : J TKATCH RIA.ARMY.M | IILS (G | 191910)782-5 | | | | 26. DIFFERENCE | ES |
| | rdered and e | | | 20 HAS BEEN | BY: | | | | | CON | TRACTING/O | RDERING OFFICE | R | |
| INSI | PECTED | | RF | CCEIVED A | ACCEPTEI |), AND CONF(| ORMS TO CON | TRACT | EXCEPT AS | NOTEI |) | | | |
| b. SIGNA | TURE OF A | UTH | IORI | ZED GOVERNMENT | REPRESE | TATIVE | | | . DATE YYYMMMDI | D) | | D NAME AND TITL SENTATIVE | E OF AUTHORIZ | ED GOVERNMENT |
| e. MAILI | NG ADDRES | ss o | FAU | THORIZED GOVERN | MENT RE | PRESENTATI | VE | 28. | . SHIP. NO. | | 29. D.O. VOU | CHER NO. | 30. INITIALS | |
| | | | | | | | | ┢ | PARTIA | | 32. PAID BY | | 33. AMOUNT | VERIFIED CORRECT FOR |
| f. TELEPHONE NUMBER g. E-MAIL ADDRESS | | | 31. | FINAL PAYMENT | | | | 34. CHECK N | UMBER | | | | | |
| 36. I CER | TIFY THIS A | ACC | OUN | T IS CORRECT AND I | PROPER F | OR PAYMEN | г. | | COMPLI | ЕТЕ | | | | |
| a. DATE | MMDD) | | | b. SIGNATURE AND | TITLE OF | CERTIFYING | OFFICER | | PARTIAL | Ĺ | | | 35. BILL OF I | LADING NO. |
| 37. RECE | IVED AT | | | 38. RECEIVED BY (P | 'rint) | 39. DATE RE (YYYYMM) | | | . TOTAL COL | N- | 41. S/R ACCO | OUNT NUMBER | 42. S/R VOUC | HER NO. |

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 2 **of** 17

Name of Offeror or Contractor: Contract fabrication and design inc

SUPPLEMENTAL INFORMATION

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
| | | |

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

Reference No. of Document Being Continued **Page** 3 of 17 **CONTINUATION SHEET** PIIN/SIIN DAAE20-03-P-0186 MOD/AMD Name of Offeror or Contractor: Contract fabrication and design inc 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998 TACOM-RT THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS. (END OF CLAUSE) (AS7003) INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997 52.211-4506 TACOM-RI SPECIFICATIONS AND STANDARDS (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation. (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I: MILITARY/FEDERAL LOCATION OF SPI FACILITY ACO SPEC/STANDARD REQUIREMENT

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

| CLIN | PRICE | \$ |
|------|-----------|----|
| CLIN | PRICE | \$ |
| CLIN | PRICE | \$ |
| CLIN | PRICE | Ś |

(End of clause)

(AS7008)

Reference No. of Document Being Continued

MOD/AMD

PIIN/SIIN DAAE20-03-P-0186

Name of Offeror or Contractor: CONTRACT FABRICATION AND DESIGN INC

TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

Page 4 of 17

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

52.246-4538

TACOM-RT

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

AWARD OF THIS PURCHASE ORDER IS IN ACCORDANCE WITH CFDI'S LETTER DATED 21JAN2003.

*** END OF NARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 5 **of** 17

Name of Offeror or Contractor: CONTRACT FABRICATION AND DESIGN INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|------------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | Supplies or Services and Prices/Costs | | | | |
| | NSN: 1005-01-497-1895 | | | | |
| | FSCM: ODZR6 | | | | |
| | PART NR: 1340-A010-099-7 SECURITY CLASS: Unclassified | | | | |
| 0001AA | PRODUCTION QUANTITY | 36 | EA | \$\$ | \$9,754.92 |
| | NOUN: CHUTE, EJECTION PRON: M131V152M1 PRON AMD: 01 ACRN: AA AMS CD: 0700116VCN5 Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H092338A623 W25G1U J 2 DEL REL CD QUANTITY DEL DATE 001 36 30-APR-2003 | | | | |
| | SHIP TO: PARCEL POST ADDRESS (W25GlU) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 | | | | |
| | CONTRACT/DELIVERY ORDER NUMBER DAAE20-03-P-0186/0000 | | | | |
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CONTINUATION SHEET

Reference No. of Document Being Continued
Page 6 of 17

PIIN/SIN DAAE 20-03-P-0186 MOD/AMD

Name of Offeror or Contractor: CONTRACT FABRICATION AND DESIGN INC

7 252.225-7008 DFARS SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 7 of 17

Name of Offeror or Contractor: Contract fabrication and design inc

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 1340a0100997 with revisions in effect as of B.A (except as follows):

NO ADEQUATE TECHNICAL DATA AVAILABLE

(CS6100)

9 52.248-4502 TACOM RI CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

10 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)
TACOM-RI

FEB/2000

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
 - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
 - (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 8 of 17

Name of Offeror or Contractor: Contract fabrication and design inc

item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of $1.5\ \mathrm{cubic}$ feet, whichever occurs first.

(4) Packing:

- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15MAY97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 9 of 17

Name of Offeror or Contractor: CONTRACT FABRICATION AND DESIGN INC

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

| 11 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
|----|-----------|--------------------------------------|----------|
| 12 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
| 13 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

| 14 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
|----|-----------|-------------------------------------------|----------|
| 15 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 16 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| 17 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| | | | |
| 18 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

19 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

| CONTINUATION SHEET | Reference No. of Document Bei | Page 10 of 17 | |
|--------------------|-------------------------------|---------------|--|
| CONTINUATION SHEET | PIIN/SIIN DAAE20-03-P-0186 | MOD/AMD | |

Name of Offeror or Contractor: Contract fabrication and design inc

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

| CONTINUATION SHEET | | | Reference No. of Document Being Continued | | | | | | Page 11 of 17 | | |
|--------------------------------------------------------------------|-------------|----------------------------|-------------------------------------------|----------------|------|---------|--|--------|---------------|------|-----------|
| | CONTIN | PIIN/SIIN DAAE20-03-P-0186 | | | 5 | MOD/AMD | | | | | |
| Name of Offeror or Contractor: Contract fabrication and design inc | | | | | | | | | | | |
| CONTRAC | T ADMINISTR | ATION DATA | | | | | | | | | |
| | | | | | | | | JOB | | | |
| LINE | PRON/ | OBLG | | | | | | ORDER | ACCOUNTI | NG | OBLIGATED |
| <u>ITEM</u> | AMS CD | ACRN STAT | ACCOUNTING | CLASSIFICATION | | | | NUMBER | STATION | | AMOUNT |
| 0001AA | M131V152M1 | AA 2 | 97 X4930A | C6G 6D | 26FB | S11116 | | | W52H09 | \$ | 9,754.92 |
| 07 | 00116VCN5 | | | | | | | | | | |
| | | | | | | | | | TOTAL | \$ | 9,754.92 |
| SERVICE | 1 | | | | | | | ACCOU | NTING | | OBLIGATED |
| NAME | | AL BY ACRN | ACCOUNTING | CLASSIFICATION | | | | STATIO | <u></u> | | AMOUNT |
| Army | | AA | 97 X4930A | C6G 6D | 26FB | S11116 | | W52H0 | 9 | \$ _ | 9,754.92 |
| | | | | | | | | | TOTAL | \$ | 9,754.92 |

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 12 of 17

Name of Offeror or Contractor: Contract fabrication and design inc

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

| 20 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
|----|-------------------------|---------------------------------------------------|----------|
| 21 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
| 22 | 252.247-7024 DFARS | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| 23 | 52.204-4501 TACOM-RI | REQUIRED USE OF ELECTRONIC DATA INTERCHANGE | DEC/1999 |

- (a) Within 30 calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.
- (b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans.
- (c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the -2- clause of this contract and may result in termination under the terms thereof.
- (d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: http://www.acq.osd.mil/ec/. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).
- (e) Registration and certification information must be furnished to the contracting officer within -3- calendar days after award to complete networking requirements within the Government.
- (f) All required infrastructure for EDI must be in place and operational within -4- calendar days after award of any contract resulting from this solicitation.
- (g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.
- (h) Additional information on the above requirements can be found at the following WWW site: http://www.ecrc.ctc.com.
- (i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS6507)

24 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

| CON | TTNITIA | TION | SHEET |
|-----|---------|------|-------|
| | | | 3000 |

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

PHIN/SHIN DAME 20-03-F-0100 MIOD/A

Name of Offeror or Contractor: Contract fabrication and design inc

- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is LINGAFELTERP@RIA.ARMY.MIL. The data fax number for submission is (309)782-6346, ATTN: PHYLLIS LINGAFELTER
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to:

(End of Clause)

(HS6510)

25 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS

NOV/1995

Page 13 of 17

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| | National | Commercial | | | | | |
|-------|----------|------------|-----------------------|---------|----------|--------|--|
| Line | Stock | Item | Item Source of Supply | | pply | Actual | |
| Items | Number | (Y or N) | Company | Address | Part No. | Mfg | |
| (1) | (2) | (3) | (4) | (4) | (5) | (6) | |
| | | | | | | | |
| | | | | | | | |

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''
- (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

37

52.232-8

DISCOUNTS FOR PROMPT PAYMENT

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 14 of 17

FEB/2002

Name of Offeror or Contractor: CONTRACT FABRICATION AND DESIGN INC

| | | (HA7705) | |
|---------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 26 | 52.247-4545 TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
| The bidder/section. | offeror is to fill | in the 'Shipped From' address, if different from 'Place of Performance | ' indicated elsewhere in this |
| S | hipped From: | | |
| 5. | nipped IIom | | |
| | | | |
| | | | |
| | | | |
| | | | |
| For contrac | ts involving F.O.B. | Origin shipments furnish the following rail information: | |
| Does Shippi | ng Point have a pri | vate railroad siding? YES NO | |
| If YES, giv | e name of rail car | ier serving it: | |
| If NO, give | name and address | f nearest rail freight station and carrier serving it: | |
| Rail Freigh | t Station Name and | Address: | |
| Serving Car | rier: | | |
| | | (End of Clause) | |
| | | (End of Clause) | |
| (HS7600) | | | |
| | | | |
| | nt incorporates one e Contracting Offic | or more clauses by reference, with the same force and effect as if the er will make their full text available. Also, the full text of a clau | |
| | | http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars | |
| If the clau | se requires addition | nal or unique information, then that information is provided immediate | ly after the clause title. |
| (IA7001) | | | |
| | | | |
| | | | |
| 27 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 28 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 29 | 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | SEP/2002 |
| 30 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 31 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 DEC/2001 |
| 32 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | |
| 33 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| 34 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| 35 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL/2000 |
| 36 | 52.232-1 | PAYMENTS | APR/1984 |
| 37 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |

| CONTINUATION SHEET | | | Reference No. of Document Being Continued | | Page 15 of 17 |
|--------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|---------------|
| | | | PIIN/SIIN DAAE20-03-P-0186 MOD/AMD | | |
| Name of Of | fferor or Contractor: | CONTRACT F | ABRICATION AND DESIGN INC | | • |
| 38 | 52.232-11 | EXTRAS | | | APR/1984 |
| 39 | 52.232-25 | PROMPT PA | YMENT | | FEB/2002 |
| 40 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | | | MAY/1999 |
| 41 | 52.243-1 | CHANGES - FIXED PRICE | | | AUG/1987 |
| 42 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | | APR/1984 | |
| 43 | 52.247-63 | PREFERENCE FOR U.S FLAG AIR CARRIERS | | JAN/1997 | |
| 44 | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM) | | | APR/1984 |
| 45 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | | APR/1984 | |
| 46 | 252.203-7001 DFARS | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | | | MAR/1999 |
| 47 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | | | APR/1992 |
| 48 | 252.204-7004 DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION | | | NOV/2001 |
| 49 | 252.209-7000 DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | | | NOV/1995 |
| 50 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | | | MAR/1998 |
| 51 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | | | DEC/1991 |
| 52 | 252.225-7009 DFARS | DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | | | AUG/2000 |
| 53 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | | | APR/2002 |
| 54 | 252.225-7014 DFARS | PREFERENC | E FOR DOMESTIC SPECIALTY METALS - ALTER | NATE I | MAR/1998 |
| 55 | 252.225-7016 DFARS | RESTRICTI | ON ON ACQUISITION OF BALL AND ROLLER BE | EARINGS | DEC/2000 |
| 56 | 252.225-7025 DFARS | RESTRICTI | ON ON ACQUISITION OF FORGINGS | | JUN/1997 |
| 57 | 252.225-7031 DFARS | SECONDARY | ARAB BOYCOTT OF ISRAEL | | JUN/1992 |
| 58 | 252.231-7000 | SUPPLEMEN | TAL COST PRINCIPLES | | DEC/1991 |
| 59 | DFARS 252.242-7000 DFARS | POSTAWARD | CONFERENCE | | DEC/1991 |
| 60 | 252.243-7001 | PRICING O | F CONTRACT MODIFICATIONS | | DEC/1991 |
| 61 | DFARS 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | | | DEC/1991 |
| 62 | 52.213-4 | TERMS AND | CONDITIONS - SIMPLIFIED ACQUISITIONS (| OTHER THAN COMMERCIAL | SEP/2002 |

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

(IF8001)

63 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Name of Offeror or Contractor: Contract fabrication and design inc

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

64 52 227-1 AUTHORIZATION AND CONSENT JUL/1995

Page 16 of 17

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(TF7220)

65 52 252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS 66

OCT/2001

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(IA7009)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0186

MOD/AMD

Page 17 of 17

Name of Offeror or Contractor: Contract fabrication and design inc

- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

| SPI Process: | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Facility: | |
| Military or Federal Specification or Standard: | |
| Affected Contract Line Item Number, Subline Item Number, Component, or Element: | |
| (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt is lan acceptable replacement for military or Federal specifications or standards required by | _ |
| (1) May submit the information required by paragraph (d) of this clause to the Cont offer; but | racting Officer prior to submission of an |
| (2) Must submit the information to the Contracting Officer at least 10 working days offers. | prior to the date specified for receipt of |
| (End of Clause) | |